

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

SFA SYSTEMS, LLC,

Plaintiff,

v.

1-800-FLOWERS.COM, INC.; THE PLOW  
& HEARTH, INC., INCLUDING D/B/A  
WIND & WEATHER, INC.; THE  
POPCORN FACTORY, INC.;  
WINETASTING NETWORK INC.; THE  
CHILDREN'S GROUP, INC.; PROBLEM  
SOLVERS, INC.; BARNES & NOBLE,  
INC. ; BARNESANDNOBLE.COM LLC;  
BLOCKBUSTER INC. ; BUILD-A-BEAR  
WORKSHOP, INC.; CDW  
CORPORATION; GAMESTOP CORP.;  
GAMESTOP, INC.; GAMESTOP.COM,  
INC.; GANDER MOUNTAIN COMPANY;  
OVERTON'S INC.; J & R ELECTRONICS  
INC.; NEWEGG INC.; NEWEGG.COM  
INC.; NORTHERN TOOL & EQUIPMENT  
COMPANY; NORTHERN TOOL AND  
EQUIPMENT CATALOG CO. ; OFFICE  
DEPOT, INC. ; OMAHA STEAKS  
INTERNATIONAL, INC.;  
OMAHASTEAKS.COM, INC.; THE  
TIMBERLAND COMPANY;  
TUPPERWARE BRANDS  
CORPORATION; AND  
TUPPERWARE.COM, INC.,

Defendants.

**Case No. 6:09-CV-00340-LED**

**Jury Demanded**

**NORTHERN TOOL & EQUIPMENT COMPANY AND NORTHERN TOOL AND  
EQUIPMENT CATALOG CO.'S ANSWER TO SFA SYSTEMS, LLC'S FIRST  
COMPLAINT AND DEMAND FOR JURY TRIAL**

Defendants Northern Tool & Equipment Company and Northern Tool and Equipment Catalog Co. (collectively “Northern Tool”) answer SFA Systems, LLC’s First Complaint and Demand for Jury Trial as follows:.

**PARTIES**

1. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 1 and, therefore, denies those allegations.

2. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 2 and, therefore, denies those allegations.

3. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 3 and, therefore, denies those allegations.

4. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 4 and, therefore, denies those allegations.

5. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 5 and, therefore, denies those allegations.

6. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 6 and, therefore, denies those allegations.

7. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 7 and, therefore, denies those allegations.

8. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 8 and, therefore, denies those allegations.

9. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 9 and, therefore, denies those allegations.

10. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 10 and, therefore, denies those allegations.

11. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 11 and, therefore, denies those allegations.

12. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 12 and, therefore, denies those allegations.

13. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 13 and, therefore, denies those allegations.

14. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 14 and, therefore, denies those allegations.

15. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 15 and, therefore, denies those allegations.

16. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 16 and, therefore, denies those allegations.

17. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 17 and, therefore, denies those allegations.

18. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 18 and, therefore, denies those allegations.

19. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 19 and, therefore, denies those allegations.

20. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 20 and, therefore, denies those allegations.

21. Northern Tool & Equipment Company admits that it is a Minnesota Corporation with its corporate headquarters and principal place of business at 2800 Southcross Dr. West, Burnsville, MN 55036.

22. Northern Tool & Equipment Catalog Company admits that it is a Minnesota Corporation with its corporate headquarters and principal place of business at 2800 Southcross Dr. West, Burnsville, MN 55036.

23. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 23 and, therefore, denies those allegations.

24. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 24 and, therefore, denies those allegations.

25. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 25 and, therefore, denies those allegations.

26. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 26 and, therefore, denies those allegations.

27. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 27 and, therefore, denies those allegations.

28. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 28 and, therefore, denies those allegations.

### **JURISDICTION AND VENUE**

29. Northern Tool admits that SFA Systems purports to have brought a patent infringement action arising under Title 35 of the United State Code. Northern Tool admits that this Court has subject matter jurisdiction over patent infringement actions pursuant to 28 U.S.C §§ 1331 and 1338(a). Northern Tool denies any remaining allegations set forth in paragraph 29.

30. Northern Tool admits that it does business in the state of Texas and in this jurisdiction but denies the remaining allegations set forth in paragraph 30.

31. Northern Tool admits that venue is proper under the provisions of 28 U.S.C. § 1400(b) with respect to itself. Northern Tool denies CWC's allegations that Northern Tool has committed, contributed to, and/or induced acts of patent infringement. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 31 with respect to the other defendants and, therefore, denies those allegations.

**INFRINGEMENT OF U.S. PATENT NO. 6,067,525**

32. Northern Tool admits that United States Patent No. 6,067,525 ("the '525 patent") entitled "Integrated Computerized Sales Force Automation System" was issued on May 23, 2000. Northern Tool admits that what appears to be a copy of the '525 patent was attached as Exhibit A to the Complaint and that SFA purports to be the owner by assignment of the '525 patent.

33. Northern Tool admits that Exhibit B appears to be a claim construction order by the Honorable Leonard Davis of the Eastern District of Texas, Tyler Division issued on February 23, 2009. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 33 and, therefore, denies those allegations.

34. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 34 and, therefore, denies those allegations.

35. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 35 and, therefore, denies those allegations.

36. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 36 and, therefore, denies those allegations.

37. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 37 and, therefore, denies those allegations.

38. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 38 and, therefore, denies those allegations.

39. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 39 and, therefore, denies those allegations.

40. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 40 and, therefore, denies those allegations.

41. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 41 and, therefore, denies those allegations.

42. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 42 and, therefore, denies those allegations.

43. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 43 and, therefore, denies those allegations.

44. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 44 and, therefore, denies those allegations.

45. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 45 and, therefore, denies those allegations.

46. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 46 and, therefore, denies those allegations.

47. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 47 and, therefore, denies those allegations.

48. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 48 and, therefore, denies those allegations.

49. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 49 and, therefore, denies those allegations.

50. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 50 and, therefore, denies those allegations.

51. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 51 and, therefore, denies those allegations.

52. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 52 and, therefore, denies those allegations.

53. Northern Tool denies the allegations set forth in paragraph 53.

54. Northern Tool denies the allegations set forth in paragraph 54.

55. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 54 and, therefore, denies those allegations.

56. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 56 and, therefore, denies those allegations.

57. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 57 and, therefore, denies those allegations.

58. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 58 and, therefore, denies those allegations.

59. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 59 and, therefore, denies those allegations.

60. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 60 and, therefore, denies those allegations.

61. Northern Tool denies the allegations of paragraph 61 as they relate to Northern Tool. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 61 with respect to the other defendants and, therefore, denies those allegations.

62. Northern Tool denies the allegations of paragraph 62 as they relate to Northern Tool. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 62 with respect to the other defendants and, therefore, denies those allegations.

63. Northern Tool denies the allegations of paragraph 63 as they relate to Northern Tool. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 63 with respect to the other defendants and, therefore, denies those allegations.

64. Northern Tool denies the allegations of paragraph 64 as they relate to Northern Tool. Northern Tool is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 64 with respect to the other defendants and, therefore, denies those allegations.

**RESPONSE TO SFA'S PRAYER FOR RELIEF**

Northern Tool denies that CWC is entitled to any of the grounds for relief enumerated in SFA's Complaint and Demand for Jury Trial.



## **AFFIRMATIVE DEFENSES**

### **First Defense**

1. SFA fails to state a claim upon which relief may be granted.

### **Second Defense**

2. Northern Tool does not infringe any valid claim of the '525 Patent. Northern Tool does not literally or equivalently infringe, induce, or contribute to infringement of the '525 Patent.

### **Third Defense**

3. Plaintiff is estopped, by virtue of the prior art or the prosecution of the '525 Patent, from asserting infringement against Northern Tool.

### **Fourth Defense**

4. The claims of the '525 Patent are invalid for failure to meet the requirements of Title 35 of the United States Code, including but not limited to, 35 U.S.C. §§ 101, 102, 103, and/or 112.

### **Fifth Defense**

5. Plaintiff is equitably estopped from enforcing, has waived enforcement of, and/or is barred by the doctrine of laches in the enforcement of the '525 Patent against Northern Tool.

### **Sixth Defense**

6. Plaintiff is precluded from recovering damages for infringement of the '525 patent, if any, until the date plaintiff notified Northern Tool in accordance with 35 U.S.C. 287(a).

## **RESERVATION OF RIGHTS**

7. Northern Tool reserves the right to add any additional defenses or counterclaims that discovery may reveal.

**COUNTERCLAIM FOR DECLARATION OF INVALIDITY  
AND NONINFRINGEMENT**

8. As its counterclaim, Northern Tool realleges and incorporates by reference the allegations made above in paragraphs 1 through 7 in this Counterclaim and further avers as follows:

**JURISDICTION AND VENUE**

9. This counterclaim is brought under the provisions of the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202. As reflected in Plaintiff's Complaint and Northern Tool's Answer, Plaintiff accuses Northern Tool of infringing, contributing to the infringement of, and/or inducing infringement of the '525 patent. Northern Tool has denied that accusation. Northern Tool further asserts that the '525 patent is invalid. Thus, there exists an actual, immediate, and justiciable controversy between the parties within the jurisdiction of this Court under 28 U.S.C. §§ 1331 and 1338.

**COUNT I: INVALIDITY**

10. The claims of the '525 patent are invalid for failure to meet the requirements of Title 35 of the United States Code, including but not limited to, 35 U.S.C. §§ 101, 102, 103, and/or 112.

**COUNT II: NONINFRINGEMENT**

11. Northern Tool has not infringed, contributed to, or induced infringement of the '525 patent.

**DEMAND FOR A JURY TRIAL**

12. Northern Tool demands a jury trial, pursuant to Fed. R. Civ. P. 38(b), as to all

issues that may be tried by jury.

**PRAYER FOR RELIEF**

WHEREFORE, Northern Tool respectfully requests the following relief:

- A. That a judgment be entered declaring that the '525 patent invalid and/or not infringed by Northern Tool;
- B. That Northern Tool be awarded their attorneys' fees and costs incurred in this action pursuant to 35 U.S.C. § 285; and
- C. That Northern Tool be granted such other and further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Northern Tool, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

Dated: September 23, 2009

Kilpatrick Stockton, LLP

By: /s/ Jon R. Pierce

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*Attorneys for Defendants*

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*and Northern Tool and Equipment Catalog  
Co.*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a true and correct copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on September 23, 2009. Any other counsel of record will be served via U.S. mail on this same date.

/s/ Jon R. Pierce